Page 71a

K-G.4.2# - SKIDDING AND YARDING (SPECIAL OBJECTIVES). (11/06)

Cutting Unit

Tractor/ORJ

1,2,3,5,7,8,11,13,14,15,16,17,18,20,24, 26,31,32,33,38,40,42,43,44,45,

Special Objectives

Landings and skid roads and/or skid trails will be flagged by the Contractor, approved by the Forest Service, and constructed in advance of felling. Utilize existing trails whenever possible.

All skidding and yarding machinery will be required to stay on approved skid roads/trails unless agreed upon by the Forest Service.

Trees shall be skidded prior to limbing or topping (Whole Tree Yard), unless excessive damage, as determined by the Forest Service, occurs to the residual stand.

Tractor and excavator (off-road jammer with tracked undercarriage) yarding required. Tractor yarding is restricted to gradients 35% or less. When excavator yarding, logs on gradients greater than 35 percent must be yarded to the excavator. Forwarding to log landings is restricted to gradients less than 30 percent on designated skid trails. Trees designated for cutting and/or logs will be left as rub trees along skid trails as needed to protect young growth and leave trees. While tractor yarding or forwarding, trees and logs shall be skidded with the leading ends free of the ground.

Tractor operable acreage will be whole-tree yarded and all tops with large end diameters less than 6 inches DIB (diameter inside bark) that do not meet utilization specifications in section A.2 of the contract returned to the cutting unit from which they were yarded and dispersed evenly in skid trails, skid roads, or where agreed to by the Forest Service.

Skidding material across or on designated Trail 035 should be avoided to the extent practical. Where unavoidable, the disturbed portion of the trail tread will be reconstructed to original trail width.

2,3,5,7

Tractor-Skyline Swing 25,28

Landings and skid roads and/or skid trails will be flagged by the Contractor, approved by the Forest Service, and constructed in advance of felling. Utilize existing trails whenever possible.

All skidding and yarding machinery will be required to stay on approved skid roads/trails unless agreed upon by the Forest Service.

Skidding and Yarding Cont.

Trees shall be skidded prior to limbing or topping (Whole Tree Yard), unless excessive damage, as determined by the Forest Service, occurs to the residual stand.

Tractor and excavator (off-road jammer with tracked undercarriage) yarding required. Tractor yarding is restricted to gradients 35% or less. When excavator yarding, logs on gradients greater than 35 percent must be yarded to the excavator. Forwarding to corridors is restricted to gradients less than 30 percent on designated skid trails. Trees designated for cutting and/or logs will be left as rub trees along skid trails as needed to protect young growth and leave trees. While tractor yarding or forwarding, trees and logs shall be skidded with the leading ends free of the ground.

An equipment walk trail to tractor operable areas of unit 25 and 28 will be flagged and agreed to by the Forest Service.

Cable 31

Landings will be flagged by the Contractor, approved by the Forest Service, and constructed in advance of felling.

All skidding and yarding machinery will be required to stay on approved roads unless agreed upon by the Forest Service.

Trees shall be skidded prior to limbing, or topping (Whole Tree Yard), unless excessive damage, as determined by the Forest Service, occurs to the residual stand.

All Skyline Units 4,9,10,12,19,21,23,27,29,30,34,35,36,37,39,41,95

Mechanized felling equipment and pre-bunching is allowed on slopes up to 45%.

Skyline units will be whole-tree yarded.

When rigging is attached to residual trees, tree plates or similar protective devices shall be used and removed when rigging is removed.

Except for lateral yarding, logs shall be yarded with the lead end free of the ground.

The skyline yarding system shall provide for up to 150 feet of lateral yarding. The carriage must maintain a fixed position on the skyline while lateral yarding.

During lateral yarding, logs shall be yarded along a path which minimizes damage to residual trees.

Skidding and Yarding Cont.

Where topography permits, skyline corridors shall not be less than 300 feet apart.

All skyline corridor locations shall be approved by the Forest Service before any timber is felled.

Final skyline corridor width shall be the practicable minimum consistent with the related silvicultural prescription. Skyline corridors shall have only those trees cut that are necessary to allow the safe free passage of the carriage and turn of logs.

Contractor shall leave sufficient rub trees adjacent to the skyline corridors to protect the residual timber from logging damage during the yarding cycle. After Included Timber has been yarded through the skyline corridor, damaged trees along either side of the corridor shall be cut and removed as provided under C.1.3.

All Helicopter Units 93, 94

Mechanized felling equipment and pre-bunching is allowed on slopes up to 45%.

Helicopter yarding required

K-G.4.2.2 - HELICOPTER LANDING LOCATION AND CONSTRUCTION (11/2006)

All helispots, heliports, support areas, and other helicopter landing areas shall be located and constructed only as approved by Forest Service in writing.

Those specified landing and service areas shown on Contract Area Map are approved and shall be constructed in accordance with plans and specifications attached hereto.

Landing areas other than those specified on Contract Area Map will be considered for approval under the following conditions:

- A. The location and extent of landing area are staked on the ground. The extent or limits shall include the total area of excavation and fill, if any.
- B. The clearing needed outside the constructed landing area needed for takeoffs and landings are flagged or otherwise designated.
- C. Plans are made to dispose of clearing and landing construction slash and debris.

Landing areas shall be constructed and rock surfaced, if necessary, in such a manner that helicopters, log handling equipment, and service or support equipment are fully supported during Normal Operating Season.

K-G.5.0# - STREAMSDE MANAGEMENT ZONES (11/2006)

A Streamside Management Zone (SMZ) is a zone that contains riparian vegetation and other special characteristics. Areas identified as Streamside Management Zones (SMZ's) are shown on the Contract Area Map and designated by exclusion.

Timber designation, conduct of logging, and/or slash treatment may differ in the SMZ from the rest of the unit. Unless otherwise agreed to in writing and notwithstanding the contract requirements otherwise applicable to each cutting unit, the following special requirements apply to the SMZ of the cutting units specified below:

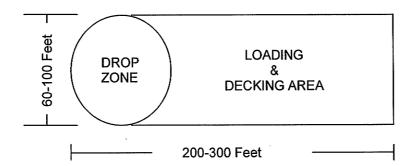
See Streamside Management Zone Table

K-G.4.2.2 - HELICOPTER LANDING LOCATION AND CONSTRUCTION "Plans and Specifications"

Safety Zone minimum distance from Drop Zone is 1 ½ times the longest log being delivered



Helicopter logging slash shall be piled outside the Drop Zone, Landing and Decking area, Safety Zone, and it's access.



CONSTRUCTION AND RECLAMATION SPECIFICATIONS FOR ALL LANDINGS

The grade of the helicopter landing shall be sloped to drain from 3 to 6 percent.

All roads are to remain open and passable by vehicle traffic

Helicopter landing construction and logging slash, limbs, logs and stumps shall be piled, burned and residual material buried or removed from US Forest Service Land by the Purchaser.

Final reclamation of the helicopter landings shall follow guideline in K-F.3.4#. The seed mix shall be the same as specified in K-G.6.0.2#. The seed and straw shall be certified by the supplier and the State of Idaho as being noxious weed free.

K-G.5.0# - STREAMSIDE MANAGEMENT ZONES. (11/06)

Streamside Management

Cutting Unit(s)

Zone Requirements

Αll

Intermittent Streams – SMZ consist of 130 feet slope distance from the ordinary highwater mark. No timber harvest or ground-based yarding allowed. Skidding across dry stream channels is permitted at 90° angles per Forest Service approval. Road reconstruction and/or maintenance activities are allowed.

Perennial Streams and Intermittent Streams providing seasonal spawning and rearing habitat – SMZ consist of 260 feet slope distance from the ordinary high water mark. No timber harvest or ground-based yarding allowed. Road reconstruction and/or maintenance activities are allowed.

K-G.5.1 - REQUIREMENT FOR FOREST PRACTICES ACT NOTIFICATION (IDAHO) (05/2012)

To meet the requirements of the State of Idaho Forest Practices Act, as it relates to the Clean Water Act, the Contractor shall, at time of execution of this contract, provide notification to the Idaho Department of Lands. Notification consists of completing and filing forms prescribed by the Idaho Department of Lands and obtaining acceptance by the Contracting Officer or District Ranger. The original will be retained by the Forest Service with a copy provided the Contractor, the remaining copy will be mailed by the Forest Service to:

Idaho Department of Lands 3780 Industrial Avenue South Coeur d'Alene, ID 83816-0670

K-G.6# - EROSION PREVENTION AND CONTROL (11/2006)

- A. Contractor shall locate Temporary Roads on locations approved by the Forest Service. Such location shall include the marking of road centerline or grade-line and the setting of such construction stakes as are necessary to provide a suitable basis for economical construction and the protection of National Forest lands.
- B. Skidding with tractors within 130 feet of intermittent and 260 feet of live streams shall not be permitted except in places designated in advance by Forest Service, and in no event shall skid roads be located in live or intermittent streamcourses. Skid trails shall be located high enough out of draws, swales, and valley bottoms to permit diversion of runoff water to natural undisturbed forest ground cover.
- C. Prior to periods of accelerated water runoff, especially during the spring runoff and periods of heavy rainfall, Contractor shall inspect and open culverts and drainage structures, construct special cross ditches for road runoff, and take other reasonable measures needed to prevent soil erosion and siltation of streams.
- D. Temporary Road surface width shall be limited to truck bunk width plus four (4) feet, except for needed turnouts which shall not exceed two (2) times the bunk width plus four (4) feet. If shovels or cranes with revolving carriage are used to skid or load, Temporary Road surface width equal to track width plus tail swing shall be permitted.
- E. Unless otherwise agreed in writing, Contractor shall keep erosion control work current with his operations under the contract and in any case not later than 15 days after completion of skidding on each payment unit or cutting unit.

K-G.6.0.1# - EROSION CONTROL SEEDING (11/2006)

Following completion of skidding and yarding operations in an area, Contractor shall seed and fertilize all exposed areas of raw soil which has been designated by the Forest Service on skid trails, landings, firebreaks, slides, slumps, Temporary Roads and traveled ways of Specified Roads N/A following closure specified in K-F.4.1#.

Soil on areas to be seeded shall be left in a roughened condition favorable to the retention and germination of the seed. Scarification of traveled ways on Specified Roads listed above shall be to a minimum depth of N/A inches and a maximum depth of N/A inches.

Seed and fertilizer shall be spread evenly at the rate of $\underline{\bf 11}$ pounds of seed and $\underline{\bf N/A}$ pounds of fertilizer per acre.

When fertilizer and seed are applied in separate operations, the second operation shall be carried out within 72 hours of the first.

Seeding shall be done during the period <u>August 16</u> to <u>November 30</u> and under the above specified conditions unless otherwise approved.

The kinds and amounts of seed to be sown in terms of pure live seed (PLS) shall be:

See Seed Application Table

All seed purchased will be certified to be free of the noxious weed seeds from weeds listed on the current "All States Noxious Weeds List." Test results from a certified seed analyst and seed analysis labels attached to the bags will be provided to the Forest Service.

The following kinds and amounts of standard commercial fertilizer shall be used with guaranteed analysis of contents clearly marked on containers:

See Fertilizer Application Table

Page 76

Contract Name: West Scriver Stewardship

K-G.6.0.1# - EROSION CONTROL SEEDING. (11/06)

Seed Application Table

Species of Seed	PLS Pounds Per Acre
Slender Wheatgrass (Elymus trachycaulus) Pryor cultivar	4 (four) lbs./acre
Mountain bromegrass (Bromus marginatus) Bromar cultivar	6 (six) lbs./acre
Western yarrow (Achillea millifolium)	1 (one) lb./acre

Fertilizer Application Table

Type of Fertilizer	Pounds Per Acre	
N/A	N/A	

K-G.6.0.2# - PROTECTION OF DISTURBED AREAS FROM ESTABLISHMENT OF NOXIOUS WEEDS (11/2006)

In addition to the requirements of K-G.6.0.1#; Contractor shall seed and fertilize areas where mineral soil is exposed as designated by the Forest Service.

Unless otherwise agreed to in writing, seeding shall be done in the early spring or fall during weather and moisture conditions favorable for quick germination and growth of the plants. Seeding shall be completed in a timely manner following the last disturbance activity by the Contractor in the disturbed area.

The Certified seed analysis reports from each container shall be provided by Contractor to the Forest Service prior to application of the seed. Seed and fertilizer shall be spread evenly at the rate of 11 pounds of seed and N/A pounds of fertilizer per acre.

When fertilizer and seed are applied in separate operations, the second operation shall be carried out within 72 hours of the first operation.

When an adequate seedbed does not exist, Contractor shall scarify to get a 2 inch loose soil seedbed, prior to seeding.

The kinds and amounts of seed to be sown in terms of pure live seed (PLS) shall be:

See Seed Application Table

All seed purchased will be certified to be free of the noxious weed seeds from weeds listed on the current "All States Noxious Weeds List." Test results from a certified seed analyst and seed analysis labels attached to the bags will be provided to the Forest Service.

The following kinds and amounts of standard commercial fertilizer shall be used with guaranteed analysis of contents clearly marked on containers:

See Fertilizer Application Table

Page 78

Seed Application Table

Species of Seed	PLS Pounds Per Acre
Slender Wheatgrass (Elymus trachycaulus) Pryor cultivar	4 (four) lbs./acre
Mountain bromegrass (Bromus marginatus) Bromar cultivar	6 (six) lbs./acre
Western yarrow (Achillea millifolium)	1 (one) lb./acre

Fertilizer Application Table

	Type of Fertilizer	Pounds Per Acre	
NI/A		· ·	
N/A			

K-G.7# - SLASH TREATMENT (11/2006)

Slash is defined as logs, tops, limbs, and other woody material, exclusive of stumps, which is created by the logging operation and remaining on the ground after logging. In areas where Contractor-created slash is intermingled and inseparable with pre-existing slash, slash disposal requirements shall apply to the pre-existing slash as well as the Contractor-created slash. Such areas are designated in the Contractor Slash Responsibility Table herein.

Slash created in the construction of Specified Roads shall not be considered as logging slash in this Section

Unless otherwise agreed in writing, Contractor shall perform the following work described below and/or as shown on the Contract Area and/or Slash Disposal Map.

Forest Service and Contractor shall jointly develop a schedule for completion of slash treatment on the various portions of the contract area.

See Purchaser Slash Responsibility Table

K-G.7# - SLASH TREATMENT. (11/06)

Contractor's Slash Responsibility Table

Description or Units	Type of Slash Disposal	Acres
All Landings	5 - Landing Clean Up - LC	All
All Tractor/Off Road Jammer Units	1 - Whole Tree Yard – WTY	1212.4
	2 - Top Haulback - THB	
All Skyline, Tractor Swing, Cable Units	1 - Whole Tree Yard – WTY	473.6
All Helicopter Units	3 - Yard to 6" Top	239.3
All Units	4 - LOP to 36" - LOP	1925.3
Roads listed in K-F.3.1#, Maintenance	6 - Clean System Roads	All
tables with vegetative material to be		
removed.		
Temporary Road Construction	Refer to K-G.7.2# & T-807-1	1.1 Miles
Trail 035	7 - Clean System Trails - CST	1.9 miles

Unit Number	Yarding System K-G.4.2#	Marking Designation LTM/DxSPP K-G.3.5.8#	Paint Color	Acres	Slash Disposal Table K-G.7#
1	TRAC/ORJ	LTM/DxSPP	Orange	14.2	WTY, LOP, THB
2	TRAC/ORJ	LTM/DxSPP	Orange	143.1	WTY, LOP, THB, CST
3	TRAC/ORJ	LTM/DxSPP	Orange	55.5	WTY, LOP, THB, CST
4	SKY	LTM/DxSPP	Orange	10.3	WTY, LOP
5	TRAC/ORJ	LTM/DxSPP	Orange	22.0	WTY, LOP, THB, CST
6	SKY	LTM/DxSPP	Orange	3.8	WTY, LOP
7	TRAC/ORJ	LTM/DxSPP	Orange	9.0	WTY, LOP, THB, CST
8	TRAC/ORJ	LTM/DxSPP	Orange	24.9	WTY, LOP, THB
9	SKY	LTM/DxSPP	Orange	34.3	WTY, LOP
10	SKY	LTM/DxSPP	Orange	11.2	WTY, LOP
11	TRAC/ORJ	LTM/DxSPP	Orange	11.7	WTY, LOP, THB
12	SKY	LTM/DxSPP	Orange	29.9	WTY, LOP
13	TRAC/ORJ	LTM/DxSPP	Orange	94.3	WTY, LOP, THB
14	TRAC/ORJ	LTM/DxSPP	Orange	6.1	WTY, LOP, THB
15	TRAC/ORJ	LTM/DxSPP	Orange	42.3	WTY, LOP, THB
16	TRAC/ORJ	LTM/DxSPP	Orange	133.6	WTY, LOP, THB
17	TRAC/ORJ	LTM/DxSPP	Orange	120.8	WTY, LOP, THB
18	TRAC/ORJ	LTM/DxSPP	Orange	129.7	WTY, LOP, THB
19	SKY	LTM/DxSPP	Orange	27.8	WTY, LOP
20	TRAC/ORJ	LTM/DxSPP	Orange	69.8	WTY, LOP, THB
21	SKY	LTM/DxSPP	Orange	70.4	WTY, LOP
23	SKY	LTM/DxSPP	Orange	59.1	WTY, LOP
24	TRAC/ORJ	LTM/DxSPP	Orange	9.5	WTY, LOP, THB
25	TRAC/SWING	LTM/DxSPP	Orange	30.7	WTY, LOP
26	TRAC/ORJ	LTM/DxSPP	Orange	71.7	WTY, LOP, THB
27	SKY	LTM/DxSPP	Orange	35.5	WTY, LOP
28	TRAC/SWING	LTM/DxSPP	Orange	9.5	WTY, LOP

				,	
29	SKY	LTM/DxSPP	Orange	21.7	WTY, LOP
30	SKY	LTM/DxSPP	Orange	9.1	WTY, LOP
31	Cable	LTM/DxSPP	Orange	3.1	WTY, LOP
32	TRAC/ORJ	LTM/DxSPP	Orange	8.9	WTY, LOP, THB
33	TRAC/ORJ	LTM/DxSPP	Orange	21.1	WTY, LOP, THB
34	SKY	LTM/DxSPP	Orange	6.1	WTY, LOP
35	SKY	LTM/DxSPP	Orange	18.2	WTY, LOP
36	SKY	LTM/DxSPP	Orange	16.6	WTY, LOP
37	SKY	LTM/DxSPP	Orange	36.2	WTY, LOP
38	TRAC/ORJ	LTM/DxSPP	Orange	96.8	WTY, LOP, THB
39	SKY	LTM/DxSPP	Orange	28.4	WTY, LOP
40	TRAC/ORJ	LTM/DxSPP	Orange	3.2	WTY, LOP, THB
41	SKY	LTM/DxSPP	Orange	11.7	WTY, LOP
42	TRAC/ORJ	LTM/DxSPP	Orange	25.7	WTY, LOP, THB
43	TRAC/ORJ	LTM/DxSPP	Orange	55.5	WTY, LOP, THB
44	TRAC/ORJ	LTM/DxSPP	Orange	30.9	WTY, LOP, THB
45	TRAC/ORJ	LTM/DxSPP	Orange	12.1	WTY, LOP, THB
93	HEL	LTM/DxSPP	Orange	39.7	LOP, Yd to 6" top
94	HEL	LTM/DxSPP	Orange	185.7	LOP, Yd to 6" top
95	SKY	LTM/DxSPP	Orange	13.9	WTY, LOP
All Landings	All		N/A		LC

TRAC/ORJ – Tractor/Off Road Jammer TRAC/SWING – Tractor Swing Cable – Jammer SKY – Skyline HELI – Helicopter WTY = Whole Tree Yard LOP = Lop to 36" THB = Top Haulback LC = Landing Clean Up CST = Clean System Trails

1. Whole Tree Yard Units: 1-21,23-45,95

Contractor shall leave tops and limbs of all felled trees attached to Included Timber and yard them to landings. Limbs greater than <u>3</u> inches in diameter may have to be lopped where the tree falls if damage, during skidding, to the residual stand is occurring due to large limbs being left on skidded trees.

Tops and limbs which are lost on the way to the landing site due to normal felling, skidding and/or yarding operations are not required to be yarded and will be lopped to <u>36</u> inches as described below in item 4.

2. Top Haulback

Units: 1-3,5,7,8,11,13-18,20,24,26,32,33,38,40,42-45

On the approximate specified percentage of the entire area of the applicable unit specified as <u>Top</u> <u>Haulback</u> in the above table. Contractor shall return all tops with large end diameters less than 6 inches DIB (diameter inside bark) that do not meet utilization specifications in section A.2 of the contract to the cutting unit from which they were yarded and disperse them evenly in skid trails, skid roads, or where agreed to by the Forest Service. Contractor shall lop the limbs and tops of all included timber that has been damaged, felled, or pushed over during harvesting activities and still exceeds the maximum slash depth of 36 inches in height above the ground. Slash concentrations shall not exceed 36 inches in depth.

3. Yard to 6 inch Top & Lop Top to 36"

Units: 94,95

In units specified as Yard to 6 inch Top & Lop Top to 36" in the above table, trees will be whole-tree yarded to a 6 inch top, unyarded tops shall be limbed and lopped. Contractor shall cut limbs from at least 3 sides of all included timber. Limbing shall be done to a 6 inch top, and the top severed at that point. Limbs cut from the top shall not extend over 36 inches in height above the ground. Contractor shall lop the limbs and tops of all included timber that has been damaged, felled, or pushed over during harvesting activities and still exceeds the maximum slash depth of 36 inches in height above the ground. Slash depth from the ground shall not exceed 36 inches.

4. Lop to 36"

Units: All

On the entire area of the applicable unit specified as <u>Lop to 36"</u> in the above table. Contractor shall lop the limbs and tops of all included timber that has been damaged, felled, or pushed over during harvesting activities and still exceeds the maximum slash depth of <u>36</u> inches in height above the ground. Slash depth from the ground shall not exceed <u>36</u> inches.

5. Landing Cleanup

All Skyline and Tractor Swing, Cable, Helicopter Units:

Contractor shall de-limb and deck separately logs and pieces not meeting the utilization specifications in A.2 that have a minimum scale of 4 CF.

Tractor/Off Road Jammer Units:

Contractor shall Deck separately logs and pieces not meeting the utilization specifications in A.2 that have a minimum scale of 4 CF.

The above material is defined as all un-merchantable logs, limbs, and other woody material created from landing construction and log processing activities. In Tractor/Off Road Jammer units, Contractor shall pile landings after the top haulback is completed. Slash cleanup will be specific to all landing locations.

Piles shall be reasonably compact and free of soil to facilitate burning. Pile will not be less than $\underline{\mathbf{4}}$ feet in height. Piles shall not be more than $\underline{\mathbf{40}}$ feet long. Piles shall be of a size and location that will not impair road use. Piles shall be located to minimize scorching to the surrounding residual stand. All piles should have a good base to prevent the pile from toppling. All pieces extending more than $\underline{\mathbf{4}}$ feet from the pile should be lopped off and returned to the pile.

6. Clean System Roads

Contractor shall dispose of all logging slash $\underline{3}$ inches in diameter on the large end and $\underline{36}$ inches in length which is created within the clearing limits of system roads. Slash shall be piled for later burning within the right-of-way clearing unless an alternate method of slash disposal is agreed to in writing. Piles shall be reasonably compact and free of soil to facilitate burning. Piles shall be of a size and location which will not impair road use. Piles shall be a minimum of twice their diameter from any residual timber. Piles can be made by machine or hand. Slash and debris may be scattered in those situations where the volume of slash or residual slash is relatively light and the adjacent stands of timber are sufficiently open to accommodate the scattering without damage as determined by the Forest Service.

Page 80d

7. Clean System Trails

Contractor shall clear all logging slash which is not yarded to the landing within 10 feet of system trails. Any slash concentrations must lopped to within $\underline{36}$ inches of the ground and scattered so that no slash concentrations are greater than $\underline{36}$ inches off the ground.

K-G.7.1 - CHANGE IN SLASH TREATMENTS (11/2006)

Slash treatment measures required in K-G.7# may be changed upon written agreement. The Forest Service shall determine the current cost of performing the work to be deleted and the work to be added. When the cost of work deleted exceeds the cost of work added, the agreement shall provide for a lump sum payment to the Forest Service for the amount of the difference. When the cost of work added exceeds the cost of work deleted, the change may be made only if the Contractor agrees to making the change with no cost adjustment.

K-G.7.2# - TEMPORARY ROAD CONSTRUCTION SLASH DISPOSAL (11/2006)

Slash treatment methods of Temporary Road slash shall be agreed to in writing prior to construction. Temporary Road slash shall be treated in accordance with the following:

- A. All timber within the road clearing limits which contains a product meeting the minimum piece specifications stated in A.2 shall be felled (not pushed over) and bucked in advance of road construction. All timber shall be felled within the clearing limits whenever it is feasible to do so.
- B. Timber within the clearing limits not meeting minimum piece specifications in A.2 and other debris from the clearing and grubbing operations more than 3 inches in diameter and 3 feet in length shall either be (a) utilized and removed from Contract Area, (b) burned within the right-of-way, (c) removed to designated locations shown on Contract Area Map for burying or later burning, (d) buried, (e) processed through a chipping machine, (f) scattered in such a manner as to avoid concentrations of slash and without damaging other trees or resource values, (g) windrowed (h) decked, or (i) a combination thereof.
- C. All material to be treated or disposed of shall be bucked into lengths not to exceed 6 feet before being piled or buried.
- D. If debris is to be burned, burning shall be complete and shall be done at such times and in a manner approved in writing by Forest Service. Residual construction slash from burning shall be buried, scattered or removed to agreed locations.
- E. Debris to be buried shall be placed in prepared holes, benches, or trenches at agreed locations and covered with not less than <u>2</u> feet of native soil or rock. Slash and debris may be buried in the roadway providing hauling can be supported and providing there is little probability or hazard of slope failure.
- F. If debris is to be chipped, the chips shall be spread over the surface of the ground in such a manner that their loose depth does not exceed 4 inches. Chips may be mixed with soil within roadway.
- G. Slash and debris may be scattered in those situations where the volume of slash or residual slash is relatively light and the adjacent stands of timber are sufficiently open to accommodate the scattering without damage.
- H. When slash is to be windrowed, the windrow area shall be cleared. Windrows shall be placed parallel to and along the embankment toe. Windrows shall not be placed against trees.
- I. If material is decked, logs not meeting Utilization Standards that are <u>6</u> inches or more in diameter shall be bucked into lengths not to exceed <u>32</u> feet and piled at agreed locations.

82

K-G.8.2.4# - SCALING AS PRESENTED - CONTRACT BY WEIGHT (11/2006)

Notwithstanding criteria in G.8.2, all material presented for measurement will be weighed and paid for at rates listed in A.4 on a predetermined weight factor of 57.91 pounds per cubic foot for All Species and N/A pounds per cubic foot for N/A.

In the event any live products are severed from the stump for a period of 90 days or more without being weighed, the Forest Service, at its discretion, may 100 percent sample, sample load scale, sample weight scale, or use any other valid and acceptable method to determine the volume. Contractor shall bear any additional scaling costs as a result of the delay in removing the products.

K-G.8.3# - PRODUCT ACCOUNTABILITY (11/2006)

The following requirements are applicable to Product Removal Permits:

- 1. Forest Service will issue to Contractor or designated representative(s) serially numbered Product Removal Permit books for use only on this contract. Product Removal Permit books, whether used or unused, shall be accountable property of Forest Service and shall be returned to issuing Ranger District in accordance with the instructions contained on the cover of each book. Each Product Removal Permit which is not returned will be considered a lost load and charged for as described in G.8.5 or G.8.5.1, as appropriate.
- 2. Contractor shall require all permits be filled out in ink, and otherwise completed, by an individual named in writing, showing the date loaded, contract brand, contract name, and destination where products will be unloaded. On the Load Permit, the month, day, and time the truck is loaded shall be punched out. Each permit will then be attached to the load in accordance with instructions on the inside cover of the Product Removal Permit book. Products will not be hauled from the Contract Area without the Load Permit attached to the load.
- 3. Before products are hauled, the truck driver must sign the Woods Permit in ink using legal signature.
- 4. Each load will have the last three digits of the load receipt number painted on both ends of three logs with Red paint. All loads that consist of a truck and pup(s) must have the last three digits of the load receipt painted on both ends of three logs on all subunits of the combination.

K-G.8.5.2 - WEIGHT OF LOST LOADS (11/2006)

If weight is the unit of measure, Contractor shall present all loads for weighing and shall furnish a ticket from a certified scales for each such load. If no weight ticket is furnished for such load(s), the weight of such load(s) shall be deemed equal to the weight of the heaviest load presented during the billing period, as established by the Forest Service.

K-G.8.5.3 - LOADS ALTERED IN ROUTE (11/2006)

Loads of logs which are altered as a result of compliance with State Department of Transportation weight laws will be considered a non-verified load unless a Forest Service representative can verify the overweight load was totally delivered to the scaling site. If the load is verified by the Forest Service it may be processed through the normal sample selection process.

Unless otherwise agreed to, off-loaded logs will not be stored at the weigh station site. Off-loaded logs will be delivered immediately to the designated scaling site.

Logs will be off-loaded onto an empty truck and will have a log load removal receipt attached before proceeding from the weigh station. If logs are off-loaded onto another load of logs, both loads will be considered non-verified loads.

Since non-verified loads will be larger than the largest load in the sample in any given billing period, Contractor agrees to pay an amount equivalent to and in addition to the amount payable at Current Contract Rates.

Contractor is required to notify the Forest Service before off-loading of logs occurs.

K-G.9# - STEWARDSHIP PROJECTS (09/2004)

Performance of stewardship projects shall be in accordance with the following specifications.

Stewardship Projects

 $\underline{\text{K-G.9\#}} - \underline{\text{STEWARDSHIP PROJECTS}}$. (9/04) Performance of stewardship projects shall be in accordance with the following specifications.

Project #	Priority #	Unit#	Mandatory Stewardship Projects	Acres
1	1	7, 8, 13-21, 23-45, 95	Worthless Tree Felling (WTF)	1365

Project #	Priority #	Unit#	Optional Stewardship Projects	Acres
2	2	1	Worthless Tree Felling (WTF)	14
3	2	2	Worthless Tree Felling (WTF)	143
4	2	3	Worthless Tree Felling (WTF)	55
5	2	5	Worthless Tree Felling (WTF)	22
6	2	11	Worthless Tree Felling (WTF)	12
7	3	4	Marthless Tree Folling (M/TE)	10
8	3	6	Worthless Tree Felling (WTF) Worthless Tree Felling (WTF)	4
9	3	9	Worthless Tree Felling (WTF) Worthless Tree Felling (WTF)	34
10	3	10		11
11	3	12	Worthless Tree Felling (WTF)	
11	3	12	Worthless Tree Felling (WTF)	30
12	4	93	Worthless Tree Felling (WTF)	40
13	4	94	Worthless Tree Felling (WTF)	186
				Miles
14	5	696 Old	Road Decommissioning	1.56
15	5	696A	Road Decommissioning	1.09
16	5	696D	Road Decommissioning	0.73
17	5	696B	Road Decommissioning	0.62
18	6	693X1	Road Decommissioning	0.72
19	6	693X2	Road Decommissioning	0.24
20	7	695E4X	Road Decommissioning	0.43
21	7	695E5X	Road Decommissioning	0.10
22	7	695E3X	Road Decommissioning	0.93
23	7	695E2	Road Decommissioning	0.22
24	7	695E	Road Decommissioning	1.67
25	7	695E1	Road Decommissioning	0.43
26	7	695D3	Road Decommissioning	0.76
27	8	696C	Road Decommissioning	0.33
28	8	695E1X	Road Decommissioning Road Decommissioning	0.33
29	8	695E1Y	Road Decommissioning	0.19
30	8	695E1Z	Road Decommissioning Road Decommissioning	0.12
31	9	693C	Road Decommissioning	1.89
32	9	693X3	Road Decommissioning	0.50
33	9	693L4	Road Decommissioning	0.08
34	9	693L3	Road Decommissioning	0.10
35	9	693L	Road Decommissioning	0.39
36	9	693Q	Road Decommissioning	0.52

Page 84b

Contract Name: West Scriver Stewardship

37	10	693N2	Road Decommissioning	0.50
38	10	693N1	Road Decommissioning	0.92
39	10	693N	Road Decommissioning	1.63
40	10	693M1	Road Decommissioning	0.75
41	10	693P	Road Decommissioning	0.34
42	10	693T	Road Decommissioning	0.33
43	10	693T1	Road Decommissioning	0.03
44	10	693S	Road Decommissioning	0.33
45	10	694A	Road Decommissioning	1.24

Worthless Tree Felling (WTF) - See Section A below Road Decommissioning - See Section H below

SECTION A – Worthless Tree Felling Description/Specifications/Work Statement

A.1 Technical Requirements for Worthless Tree Felling

A. Silvicultural Goals and Desired Condition

Reduce the occurrence of the true firs; grand fir and subalpine fir in the Scriver Creek Restoration Area. Retain sub-merchantable seral species such as western larch, ponderosa pine, Douglas-fir. The seral species shall remain clumped to offer horizontal and vertical structure and heterogeneity

B. Scope of Service Work

Service work requires excess and undesirable tree felling on the Emmett Ranger District within the Boise National Forest. The location of the contract units are shown on the Stewardship Projects Map.

The Contractor shall furnish all labor, equipment, supervision, transportation, supplies, and incidentals to perform all work necessary on the areas specified. All aspects of the work program shall be performed in an organized, systematic manner to assure services will be performed over the entire unit.

C. Leave Tree Specifications

Leave trees shall generally be **ponderosa pine (PP) and Douglas-fir (DF).** Incidental species to **leave** are Western larch, Engelmann spruce, lodgepole pine and aspen.

D. Cut Tree Specifications

All grand fir and subalpine fir existing in the unit that fall into the sub-merchantable (≤ 8 inches dbh) category will be cut.

Do not cut western larch, whitebark pine, lodgepole pine, Engelmann spruce or aspen.

Additionally, sub-merchantable trees of all species (≤ 8 inches dbh) shall be cut if they occur within the dripline of retention, large ponderosa pine. A retention tree refers to a ponderosa pine that was selected by the marking crew and was saved in the harvest operations. A large ponderosa pine is any PP greater than or equal to 20 inches dbh.

Minimum tree size for thinning shall be 12 inches in height.

Ponderosa pine and Douglas-fir will only be cut if they meet the definition of cull (≤ 8 inches dbh). Cull trees have defect or deformity of a tree resulting from agents such as wind, snow, animals, insects,

disease, and equipment and evidenced by such things as dead or broken tops or trunks, crooks, and deep scars or damage to the bark on more than ¼ of the circumference of the tree. Cutting of **cull** PP and DF will occur rarely.

D. Felling

Cut trees shall be felled away from the following: unit boundaries, roads, telephone lines, established trails, ATV/motorcycle trails, stock driveways, gates, established fire-breaks, fence lines, established land corners, designated leave trees, drainage ditches, culverts, and perennial and intermittent streams. Any trees falling on such areas shall be removed per **slash treatment** below. Cut trees shall not be criss-crossed or jackstrawed when felled.

E. Stump Height

Trees shall be completely severed from the stump on a horizontal plane. Stump height shall not exceed 6 inches above ground level or 4 inches above natural obstacles. Diagonal cuts resulting in a sharp, pointed stump are unacceptable.

F. Removal of Live Limbs

All trees not reserved from cutting shall be cut below the lowest live limb, except when prevented by natural obstacles. When natural obstacles are found, all live limbs over 4 inches in length below the cutting point shall be removed.

G. Slash Treatment

1. Slash depth shall not exceed **36 inches** from the ground line to the highest limb. **This may require bucking** tree lengths, **lopping** limbs on three sides, **or scattering** slash to attain a 36-inch slash depth.

All slash shall be placed on or near the ground surface, so that it shall not lean against or be suspended by an uncut tree, stump, log, or any obstacle.

2. All slash created by operations performed under this contract which fall outside the unit boundaries shall be pulled back into the unit(s), unless otherwise authorized by the sale administrator.

Cut trees shall be directionally felled away from leave trees and groups. Felling into the surrounding open area will eliminate the accumulation of slash among the remaining trees.

- 3. All slash created by operations performed under this contract shall be removed from cutslopes and pulled back at least **5 fee**t from top of roadcut displayed on the attached contract map.
- 4. All slash created by operations performed under this contract shall be removed at least **15 feet** above all culvert intakes.

H. Equipment Authorizations

- 1. Use of motorized equipment other than hand-held equipment such as power saws and brush cutters shall not be permitted off designated roads in the project area without prior approval of the Sale Administrator.
- 2. Work will not be permitted when, in the opinion of the sale administrator, excessive soil disturbance would result from equipment usage or road/trail damage would occur from vehicles gaining access to the project area.

3. The contractor shall not alter drainage or closure structures on spur roads and skid trails in the project area(s) without the prior written approval of the sale administrator. All alterations shall be repaired or replaced before the next winter/rainy season or completion of the contract, whichever occurs first.

I Definitions

Access point - The point identified for access to TSI areas.

Acceptable (Stocking) Density - The number of trees between the minimum and maximum of trees per acre.

<u>Aspen Clones</u> - Areas where more than 20 individual aspen trees (> than 2 feet tall) are located adjacent to each other. Aspen trees not located within 15 feet of the rest of the group would not be considered "adjacent".

Bole - The main stem of a tree.

Buffer - A wide strip of uncut trees bordering streams or riparian zones.

Calendar Days - Every day shown on the calendar, Sundays and holidays included.

<u>Canopy</u> - The more or less continuous cover of leaves, needles, and/or branches formed by the crowns of adjacent trees or shrubs.

Co-dominant - Trees that form the general canopy level. Codominants are not as tall as dominants.

Conifer - A cone-bearing tree with needles.

Competition - The interaction between trees for the same scarce resources, i.e. water, nutrients, sunlight.

Contract Time - See Period of Performance.

Crook - A defect in trees, consisting of an abrupt curvature or bend.

Crown - That portion of a conifer tree which has branches.

Cull Tree - Those trees defined as Damaged and/or defined as Diseased or Damaged.

<u>Cutslope</u> – The slope immediately above a road that is cut during construction.

Cut tree - Trees designated to be removed from a stand.

<u>Damage</u> – Defect or deformity of a tree resulting from agents such as wind, snow, animals, insects, disease, and equipment and evidenced by such things as dead or broken tops or trunks, crooks, and deep scars or damage to the bark on more than ¼ of the circumference of the tree.

<u>Diameter at Breast Height (DBH)</u> - The diameter of the trunk measure at a point 4-1/2 feet above the ground level on the uphill side of the tree.

<u>Dominant tree</u> - Tree whose crown extends above the general level of the main canopy; or in some cases, a tree whose canopy is above the main canopy of the tree's immediate neighbors, receiving full light from above.

<u>Excess trees</u> - Uncut trees that, according to specification, should have been cut. Trees not severed from the stump, hang-up trees, stumps with live limbs. When girdling or pruning is required, excess trees also includes trees not girdled or trees not pruned that, according to specification, should have been girdled or pruned.

<u>Excessive Damage</u> - Contractor-caused damage to leave trees in excess of contract specifications. Excessive damage will include damage to the bole of the tree where the wood is exposed, broken out tops, root damage as evidenced by lean or splitting of the bole, and any tree pushed out of the soil.

<u>Existing slash</u> - Debris created prior to work under this contract (both natural and as a result of previous operations).

<u>Girdle</u> - A cut through the bark and cambium tissue completely encircling the tree trunk for the purpose of killing the tree.

Hang-up tree - Any cut tree suspended more than 3 feet off the ground.

<u>Harvest Inspector</u> - The on-site inspector for Timber Sale Administration. Delegation of authorities are detailed in the letter of designation issued by the Sale Administrator or Forest Service Representative.

<u>Intermediate</u> - Trees that are definitely subordinate in position receiving direct sunlight only through holes in the canopy. All trees of this class are subject to strong lateral competition.

Internodal Growth - That portion of stem between the branch whorls or between the top branch whorl and the terminal bud.

<u>Leave Trees</u> - Any tree that is selected or required to be left standing according to requirements in Contractor Work Requirements and Standards.

Live limb - A limb of any size that has green needles attached.

<u>Leave Trees</u> - Any tree that is selected or required to be left standing as provided in the specifications.

Live Crown Ratio - The percentage of live crown (limbs) compared to total tree height.

Lopping - Cutting limbs and boles of trees to reduce depth of slash created by felled trees.

<u>Minor Damage</u> - Crooks in the trunk which are offset less than 3 inches from the long axis and within 13 feet of the ground, no forks, broken top, or bark damage extending more than one-fourth of the circumference of the tree.

Missing leave trees - Trees cut that should have been selected as a leave tree.

<u>Period of Performance</u> - (also Performance Period or Contract Time). The number of calendar days allowed in the contract for completion of contract work.

Phenotypic - The observable characteristics of a tree. The way a tree looks.

<u>Preferred Tree</u> - Desired tree species listed in order of preferred retention. <u>Pull-back</u> - Pulling thinning slash, by hand methods, back into thinned unit to clear roadway

<u>Quality Assurance</u> - The actions taken by the Government to assess the results to determine that they meet contract requirements. The methods for quality assurance are described in the Quality Assurance Surveillance Plan (QASP).

<u>Quality Control</u> - Those actions taken by a Contractor to control the production of outputs to ensure that they conform to the contract requirements. The methods for inspecting for quality control are described in the Contractor's Quality Control Plan (QCP).

Relict Tree - A remnant or survivor tree from a previous stand, not always marked during the timber sale. These trees are usually, but not always, much larger than the trees intended to be thinned under this contract.

<u>Retention Tree</u> - A tree that was intentionally designated to be retained following the timber sale. These are typically larger diameter trees of a desirable species.

Riparian - Vegetation bordering watercourses, lakes, bogs, and seeps.

Roads - The area between the outside edges of the fillslope and backslope.

Shrub - A woody plant which usually does not usually grow higher than seven feet (i.e., brush).

Slash - Trunks of cut trees, and/or limbs created by the Contractor's operations.

<u>Spacing</u> - The horizontal distance from the trunk of one leave tree to the trunk of the next nearest leave tree. Average spacing is calculated from the leave trees per acre.

<u>Sanitation</u> - The felling, pruning, or girdling of disease infected or disease susceptible trees to protect residual trees from infection.

<u>Stream course</u> - The area along a stream with riparian vegetation and other riparian characteristics. Stream courses are noted on the project maps. They typically require special treatment, which may include alteration to the tree cutting, slash treatment, vehicle travel or fueling of saws.

<u>Special Protection Area</u> - A zone that has special characteristics such as riparian vegetation, wildlife calving areas, etc. Special protection areas are noted on the project maps and they may require special treatment such as an alteration to the tree cutting, slash treatment, vehicle travel or fueling of saws.

<u>Terminal Leader</u> - The part of the stem situated at the end of the tree, i.e., at the top.

<u>Thinning</u> - The removal of excess trees in order to accelerate growth on selected residual trees by reducing competition for soil moisture, nutrients, and sunlight

<u>Thinning slash</u> - Debris created from work under this contract, including all cut trees and existing slash from blow downs etc., including the tops, trunks, and branches.

<u>Unsatisfactory Tree</u> - Cutting of a tree that fails to meet contract standards; includes but is not limited to:

- Cutting the wrong tree.
- Failing to cut a correct tree.
- Failure to completely sever a live limb, etc.
- Failure to prune a tree or pruning that is not in contract.
- Failure to girdle a tree that meets the specifications is also an unsatisfactory tree.
- Unsatisfactory trees are considered a deficiency or discrepancy in contract inspection.

J. Obligations of the Contractor

Before work begins, the Contractor shall designate, in writing, the person, or persons who shall represent the Contractor during any absence from the project site. In the designation, the Contractor shall describe

the areas of responsibility assigned to the representative. Designated representative(s) shall be fully conversant in the English language, and shall be able to fully communicate with all parties.

The Contractor, upon written request of the Contracting Officer, shall remove any operator or other worker who, in the opinion of the Contracting Officer, is unsafe or objectionable to the Government. The Contractor's employees shall exhibit safe working practices when performing all work, especially when felling trees.

The Contractor shall be responsible for any damage to existing structural improvements such as, but not limited to, water developments, fences, power lines, monument corners and landlines, bearing trees, road surfaces and/or drainage structures as a result of contract activities. The Contractor shall immediately restore any damage and gain confirmation from the CO that the repairs are satisfactory.

During the period from **January 1**st to **December 31**st when Contractor's Operations are in areas otherwise closed to motorized vehicles, Contractor shall not be permitted to hunt, transport hunters, discharge firearms, or transport big game animals with vehicles within the closed areas.

Riparian Areas

Any refueling or mechanical work on chainsaws shall not be done within 150 feet of any running or intermittent stream.

Work Plan and Schedule

The Contractor shall prepare a Technical Proposal that demonstrates that work will be completed within the performance period described in DELIVERIES OR PERFORMANCE. The Contractor shall provide a general plan with the technical proposal.

The Contractor shall advise the sale administrator of any periods that the Contractor will not be working that is not specified in the accepted Technical Proposal.

The Contractor may update the Technical Proposal only by agreement with Contracting Officer.

K. Fire Control

Contractor's Responsibility for Contractor-Caused Fires- The Contractor, whether or not directed by the Forest Service, shall immediately extinguish, without expense to the Government, all fires on or in the vicinity of the project which are caused by Contractor's employees, whether set directly or indirectly as a result of Contractor operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation resulting from fires set or caused by the Contractor's employees or resulting from contract operations.

Other Fires- For the purpose of fighting forest fires on or in the vicinity of the project which are not caused by the Contractor or his employees, the Contractor, when requested by the Forest Service Representative, shall place his employees and equipment temporarily at the disposal of the Forest Service. Payment for such services will be made by the Government at not less than the current rate for firefighting services established by the Forest Service in the area concerned.

Any employees and equipment furnished will be relieved from firefighting as soon as the Forest Service finds that it is practicable to employ other labor and equipment adequate for the protection of the area.

An equitable adjustment in contract time may be made for this period.

<u>Fire Protection Requirements - Fire Plan</u>- At all times during closed fire season period, as specified by State law, the Contractor shall comply with each of the provisions of K-H.2.0 to the extent applicable to his operation under the contract.

L. Camping and Worksite Conditions

The Contractor shall obtain a camping permit from the Sale Administrator prior to camping on Forest Service land. Final payment shall be withheld until the authorized camping area has been cleaned up to the requirements of the Camping Permit.

If the Contractor does not obtain a camping permit but requires his/her employees to obtain the camping permit, the Contractor remains responsible for campsite clean-up and his/her employees conduct while camping on National Forest land.

Contractor Information: The Contractor shall abide by the OSHA's Field Sanitation Standard Fact Sheet No. OSHA 92-25, which applies to agricultural establishments hiring 11 or more workers for hand labor.

SECTION B – Inspection and Acceptance

B.1 Inspections

The Government will make periodic visual inspection of the entire unit to determine adherence to the specification. The visual inspection will determine if the unit fails or passes. If the visual inspection for worthless tree felling is deemed to pass, no plots will be taken. If the visual inspection indicates unsatisfactory work, then a series of plots, as outlined below, will be taken to determine the quality of the work performed. The Contractor or designated representative is encouraged to observe the inspection and will receive inspection summaries upon request.

Each unit as designated on the Stewardship Projects Map will be inspected as a separate unit and will not be averaged with any other area for acceptance or payment.

B.2 Inspection Plot Size and Sample

If visual inspection indicates that unit has failed, plots will be distributed across the unit in question. Each unit as designated on the Stewardship Projects Map will be inspected as a separate unit and will not be averaged with any other area for acceptance or payment. The inspections will be made of 1/100th acre plots on a systematic grid over the entire area on units where undesirable felling is specified. Sufficient plots will be taken to total at least 0.25 percent of the unit being inspected. This will constitute the **minimum** number of plots.

B.3 Inspection Quality Evaluation

If required, each plot shall be examined to record findings on the supplied Inspection Form (Section G, Attachment G.2, Inspection Form) for the items listed below:

All tree species on the plot meeting Cut Tree Specifications will be counted and recorded in column **Total trees/plot**. Record the number of cut trees in column **Cut trees/plot**. Any remaining uncut trees that meet the cutting specifications will also be counted and recorded in the column titled **Excess trees/plot**. To determine if individual plots pass or fails, divide the **Cut trees/plot** by **Total trees/plot** to get plot percentage. If average percentage for the unit is below 95%, unit will need to be reworked by cutting additional trees.

B.3.1 Rework and Re-Inspection

If the original inspection results are unacceptable to the Contractor and a second inspection is requested without rework, the same inspection procedure shall be used. However, the inspection pattern will be shifted to eliminate bias. If the second inspection shows less than 5 percent variance from the first inspection, the Contractor shall pay the cost of the second inspection, and the result of the first inspection

shall be used in determining payment. Requests for re-inspection must be made in writing within 5 calendar days.

B.4 Acceptance of Slash Treatment

Acceptance for slash treatment shall be determined by a visual inspection of the treatment areas and shall be based on adherence to the specification for the felling slash treatment. Nonconformance with any of the specifications shall classify the treatment as unsatisfactory and rework is required to bring the treatment up to specification standards.

SECTION C – Deliveries or Performance

C.1 Contract Time

The Contractor shall maintain progress at a rate that will assure completion no later than one year after commercial timber harvest is finished

The Normal Operating season is defined as May 1 through November 30. Approval to operate outside the Normal Operating season must be approved by the Forest Service Representative.

SECTION D – Contract Administration Data

D.1 Measurement

The area to be thinned is stated in the Project Data Sheet. All linear and area measurements under this contract are measured on a horizontal plane within the established boundaries. Acreage for worthless tree felling units as described in A.4.3 and Project Data Sheet are the same as the commercial harvest units boundaries posted on the ground. These boundaries have been verified using GPS (geographical positioning system) methods. Contractor will be paid based on the Government's acreage estimates.

Re-measurement - The Contractor may at any time after award request re-measurement of any sub-item. The request must be in writing within 10 calendar days after completion of a unit or stewardship project. Re-measurement shall be made within established boundaries.

If re-measurement indicates a variance of 5 percent or less in the acreage stated in the Schedule of Items, there will be no adjustment in acres and the Contractor shall pay for the actual cost of re-measurement.

If re-measurement results in a variance greater than 5 percent in the acreage stated in the Schedule of Items, payment shall be based on the re-measured acreage and the Government shall pay for the re-measurement.

SECTION E - Stewardship Credits

E.1 Stewardship Credits

Stewardship Credits (E.2.2) are credits that are earned and established when work listed in K-G.9# has been performed and accepted. (Refer to E.2.2.1, E.2.2.2, E.2.2.3, E.2.2.4 for additional information pertaining to Stewardship Credits).

Stewarship Credit Determination

After inspection of completed acreage, the Government must calculate the Stewardship credit.

1. The credit must be calculated by multiplying the number of acres times the stewardship credit price per acre when the quality of the thinning has passed or failed. Failure means thinning quality falls below 95%. If thinning falls below 95%, the the units will be reworked until thinning quality reaches 95%. At that time the units will "pass" as completed. Credits shall be awarded on a completed unit basis only, unless otherwise approved in writing by the Contracting Officer.

SECTION F – Special Contract Requirements

F.1 Pre-work Meeting

Prior to commencement of work, the Sale Administrator shall arrange a meeting with the Contractor to discuss the contract terms and work performance requirements. Also at this meeting, such things as work progress schedule and fire prevention and suppression plans shall be developed and established in writing.

SECTION G – List of Documents, Exhibits and other Attachments

List of Attachments

- G.1 Project Data Sheet
- G.2 Inspection Form

Appendix G.1 - Project Data Sheet

Timber Sale	Unit	Acres	Min. Cut Tree Height	Max slash depth
West Scriver	1	14	12"	36"
West Scriver	2	143	12"	36"
West Scriver	3	55	12"	36"
West Scriver	4	10	12"	36"
West Scriver	5	22	12"	36"
West Scriver	6	4	12"	36"
West Scriver	7	9	12"	36"
West Scriver	8	25	12"	36"
West Scriver	9	34	12"	36"
West Scriver	10	11	12"	36"
West Scriver	. 11	12	12"	36"
West Scriver	12	30	12"	36"
West Scriver	13	94	12"	36"
West Scriver	14	6	12"	36"
West Scriver	15	42	12"	36"
West Scriver	16	134	12"	36"
West Scriver	17	121	12"	36"
West Scriver	18	130	12"	36"
West Scriver	19	28	12"	36"
West Scriver	20	70	12"	36"
West Scriver	21	70	12"	36"
West Scriver	23	59	12"	36"
West Scriver	24	10	12"	36"
West Scriver	25	31	12"	36"
West Scriver	26	72	12"	36"
West Scriver	27	35	12"	36"
West Scriver	28	10	12"	36"
West Scriver	29	22	12"	36"
West Scriver	30	9	12"	36"
West Scriver	31	3	12"	36"
West Scriver	32	9	12"	36"
West Scriver	33	21	12"	36"
West Scriver	34	6	12"	36"
West Scriver	35	18	12"	36"
West Scriver	36	17	12"	36"
West Scriver	37	36	12"	36"
West Scriver	38	97	12"	36"
West Scriver	39	28	12"	36"
West Scriver	40	3	12"	36"
West Scriver	41	12	12"	36"
West Scriver	42	26	12"	36"
West Scriver	43	55	12"	36"
West Scriver	44	31	12"	36"
West Scriver	45	12	12"	36"
West Scriver	93	40	12"	36"
West Scriver	94	186	12"	36"
West Scriver	95	14	12"	36"

Appendix G.2 - Inspection Form

					ъ	Plot %
Unit#	Acres	Plot#	Total Trees/plot	Cut Trees/plot	Excess Trees/plot	Must be 95% or higher
			*		A	or higher
						~
	-					
					-	
		-			:	
			,			
					\	
			<u> </u>			
			Farmer != = T : 4	al trees/plot / 0)	(400 - DI-10

SECTION H - Road Decommissioning Description/Specifications/Work Statement

H.1 Technical Requirements for Road Decommissioning

A. Road Decommissioning Goals and Desired Conditions

The desired end result of the roadway obliteration is to restore to approximate original ground contours, and return the soil to productivity, and hydrologic function. Obliteration measures would increase the rate of vegetative recovery and improve infiltration to return hydrologic function of the soil. All road surfaces need to be ripped. Remove all pipes and other structures and all fill material associated with them down to "natural ground contour" or as shown on the drawings. Keep excavated material within the original construction limits. Finish slopes to provide gradual transitions in slope adjustments without noticeable breaks. Effectively close access to area by re-contouring and placement of native vegetative material.

B. Scope of Service Work

Service work requires road decommissioning on the Emmett Ranger District within the Boise National Forest. The location of the contract units are shown on the Stewardship Projects Map.

The Contractor shall furnish all labor, equipment, supervision, transportation, supplies, and incidentals to perform all work necessary on the areas specified. All aspects of the work program shall be performed in an organized, systematic manner to assure services will be performed over the entire unit.

Work consists of obliterating or decommissioning <u>19.74</u> miles of road; including ripping to 16 inches or to the depth of compaction, re-contouring to the natural slope profile, mulching and planting with native material, and other incidental work. This includes furnishing all labor, equipment, supervision, transportation, supplies, and incidentals.

This work also consists of removing a total of approximately <u>88</u> culverts, 20 of which are restoration of stream channels; including pumping or diverting of live streams, in channel rock placement, and other miscellaneous items required for execution of the work. It is estimated that 25% of the stream channels will have water requiring diversion.

C. Schedule of Operations

Unless otherwise agreed in writing, the Contractor shall perform road obliteration work Monday through Friday, excluding Legal Holidays. The Contractor shall provide 24 hour notice to the Sale Administrator prior to removing pipes across stream channels. Unless otherwise agreed, contractor shall complete seeding following or concurrently with road obliteration.

D. Definitions

<u>Coarse Woody Debris (CWD)</u> – Woody residue greater than 3-inch diameter on the small end and longer than 6 feet in length. This can include green trees pulled from the road prism.

<u>Clump Planting</u> - Soil & vegetation transplants which includes the plant or organic matter on the surface of the ground and the root system transplanted from road fill slope or adjacent area onto prepared (decompacted and re-contoured) obliterated roadway. Transplanted material shall be conserved with root mass and surrounding soil to maintain and incorporate nutrients, soil microbes and other organisms. Vegetative material shall include native shrubs, sod, or bunch grass.

Intermittent Stream - is a stream or river (channel) that only flows for part of the year.

Page 84n

<u>Native mulch</u> – includes topsoil, organic material, and coarse woody debris existing in the vicinity of the road.

<u>Perennial Stream</u> – is a stream or river (channel) that has continuous flow in parts of its bed year round during years of normal rainfall.

Riparian Vegetation - The vegetation bordering watercourses, lakes, bogs, and seeps.

Roads - The area between the outside edges of the fill-slope and the top of the cut-slope.

<u>Variable Size Class</u> - One half of the coarse woody debris should be 15 inches or greater, where available

E. Technical Requirements

E.1 Obligations of the Contractor

- **A.** Before work begins, the Contractor shall designate, in writing, the person, or persons who shall represent the Contractor during any absence from the project site. In the designation, the Contractor shall describe the areas of responsibility assigned to the representative. Designated representative(s) shall be fully conversant in the English language, and shall be able to fully communicate with all parties.
- B. The Contractor is responsible for the security of all stored material.

D. Work Plan and Schedule

The Contractor shall prepare a Technical Proposal that demonstrates that work will be completed within the performance period described in DELIVERIES OR PERFORMANCE. The Contractor shall provide a general plan with the technical proposal.

The Contractor shall advise the sale administrator of any periods that the Contractor will not be working that is not specified in the accepted Technical Proposal.

The Contractor may update the Technical Proposal only by agreement with Contracting Officer.

During the period from **January 1**st to **December 31**st when Contractor's Operations are in areas otherwise closed to motorized vehicles, Contractor shall not be permitted to hunt, transport hunters, discharge firearms, or transport big game animals with vehicles within the closed areas.

C. Certified Weed Free Straw - Straw bales shall be certified as "Weed Free". Each shipment onto the forest shall be accompanied by an official certification stating that it is weed free. The Contractor shall furnish the Forest Service with a statement of certification. Individual bales shall have a certification string or tag.

D. Fire Control

Contractor's Responsibility for Contractor-Caused Fires- The Contractor, whether or not directed by the Forest Service, shall immediately extinguish, without expense to the Government, all fires on or in the vicinity of the project which are caused by Contractor's employees, whether set directly or indirectly as a result of Contractor operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation re

sulting from fires set or caused by the Contractor's employees or resulting from contract operations.

Other Fires- For the purpose of fighting forest fires on or in the vicinity of the project which are not caused by the Contractor or his employees, the Contractor when requested by the Forest Service Representative shall place his employees and equipment temporarily at the disposal of the Forest Service. Payment for such services will be made by the Government at not less than the current rate for firefighting services established by the Forest Service in the area concerned.

Any employees and equipment furnished will be relieved from firefighting as soon as the Forest Service finds that it is practicable to employ other labor and equipment adequate for the protection of the area.

An equitable adjustment in contract time may be made for this period.

<u>Fire Protection Requirements - Fire Plan</u>- At all times during closed fire season period, as specified by State law, the Contractor shall comply with each of the provisions of K-H.2.0 to the extent applicable to his operation under the contract.

E. Camping and Worksite Conditions

The Contractor shall obtain a camping permit from the Sale Administrator prior to camping on Forest Service land. Final payment shall be withheld until the authorized camping area has been cleaned up to the requirements of the Camping Permit.

If the Contractor does not obtain a camping permit but requires his/her employees to obtain the camping permit, the Contractor remains responsible for campsite clean-up and his/her employees conduct while camping on National Forest land.

Contractor Information: The Contractor shall abide by the OSHA's Field Sanitation Standard Fact Sheet No. OSHA 92-25, which applies to agricultural establishments hiring 11 or more workers for hand labor.

E.2 Road Obliteration Specifications

Obliteration shall be achieved by the following measures:

<u>Mobilization:</u> This work consists of moving personnel, equipment, material, and incidentals to the project and performing all work necessary before beginning work at the project site.

All temporary or portable signs shall be provided by contractor. Signs and sign placement shall meet the requirements of this contract and the "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD). Work on the project shall not be started until all required signs are in place and approved by the Sale Administrator. Removal and replacement of road closure devices such as concrete barriers or earth barriers to gain access to the project shall be included as incidental to Mobilization.

Work also includes cleaning of all equipment used at the project site. Clean all equipment prior to entry on the project site. Remove all dirt, plant parts and material that may carry noxious weed seeds into the area. Only equipment inspected by the Forest Service will be allowed to operate within the project area. Treat subsequent move-ins of equipment the same as the initial move-in. Clean truck beds and dump boxes hauling to the project site prior to entering the work area.

<u>Access</u>: All roads used for access to work shall be maintained to prevent any erosion or roadway degradation using inslope/outslope, waterbars, closures or as directed by the Sale Administrator. A pipe will be required for crossing live streams while accessing the project. If there is no existing culvert, installation of a temporary one will be required before proceeding.

E.3 Roadway Obliteration Methods

Method 1: Obliterate the roadway by restoring to approximate original ground contours. Keep excavated material within the original construction limits. Finish slopes to provide gradual transitions in slope adjustments without noticeable breaks. The finished surface shall remain rough, not allowing water to flow directly down the fall line of the finished slope. See Appendix F.1

Method 2: Obliterate roads by filling ditches and outslope the road to drain. Utilize material from the fill slopes to construct a minimum outsloped gradient of 20 percent. Eliminate all ruts and low spots that could hold water. The finished surface shall remain rough, not allowing water to flow directly down the fall line of the finished slope. Use this method when site conditions preclude the use of Method 1. See Appendix F.1

<u>Vegetation Removal</u>: Remove vegetation including dead woody debris, trees, stumps, roots and other vegetation within the limits of the immediate obliteration area prior to starting excavation operations and pile temporarily until re-contouring has been completed. Preserve suitable vegetation in road prism to be transplanted after compacted soil has been loosened. Place clearing slash back on top of re-contoured road segments and completed channel side slopes in stable positions that do not interfere with stream channel flow.

<u>Decompaction (ripping) of Roadbed:</u> Loosen compacted soil down to 16 inches over the entire width of the roadbed and ditches through the use of the excavator bucket.

Re-contouring of Roadbed: After ripping the roadway, pull the fill material up and place on the loosened roadbed between the top of cut and original ground, forming a slope approximating natural contours, but also retaining a rough surface to slow the flow of water across the new fill slope. Fill in all ditches and other water traps, and remove all berms. Blend all finished slopes to match the surrounding terrain.

Notify the inspector a minimum of 48 hours in advance of areas where full re-contouring may not be achievable. If full re-contouring is determined not to be practical or attainable by the Sale Administrator, the Sale Administrator may approve a partial re-contour at a specific site.

<u>Transplanting of Vegetative Material</u>: Transplant soil and vegetative material clumps from the road surface and adjacent areas into the re-contoured road prism at a minimum rate of 15 plantings per 100 lineal feet of roadway measured along centerline. Excavate transplanting clumps of sufficient size to maintain root systems and adequate soil to enhance favorable growth. If the soil and vegetative clump breaks up and cannot be maintained, transplant the loose material right side up as best as possible.

Treatment of the Re-contoured Roadway Surface: Cover the disturbed area with a combination of transplants, native mulch, coarse woody debris, or agricultural straw (certified weed-free). If the transplants, native mulch, and course woody debris cannot meet the minimum coverage requirements of 50% coverage then coverage will be augmented with agricultural straw to obtain a minimum of 50% to a maximum of 80% ground coverage. The priority of coverage is as follows; soil and vegetative transplants, native mulch, and coarse woody debris, then apply agricultural straw at a rate of 1 bale per 400 square feet only when necessary to achieve the required coverage. Avoid burying any cover material. The end goal of the treatment should be to match the adjacent landscape coverage as closely as possible.

Place the course woody debris in various size classes over the re-contoured roadway in a perpendicular pattern to the newly constructed slope to impede and slow the flow of water across the new slope.

<u>Treatment of Stream Channel Crossings:</u> For intermittent and perennial stream channels remove all fills and recontour to the original ground slope.

(1) Stream channel crossings with culverts. Notify the sale administrator a minimum of 48 hours in advance for stream channel work to ensure the sale administrator is present. For live stream crossings, install one or more sedimats at an approved location downstream of the culvert that span the entire width of the stream prior to starting work. Construct a stream diversion using pipe, a lined open channel, pumps, or other approved methods to dewater the crossing prior to culvert removal. See Appendix F.2

Dispose of metal culverts by removal from National Forest land. Treat removed log culverts as coarse woody debris.

Reconstruct the stream channel width, depth, and banks after the drainage structure has been removed to have approximately the same dimensions and general shape as those outside the crossing area. Remove all bedding materials and incorporate into the surrounding re-contouring work. Construct a uniform grade from the natural stream channel above the inlet location to the natural channel below the outlet to create a free draining channel for the entire length. Incorporate excavated material into the adjacent re-contouring areas. Conserve suitable rock encountered for construction of stream grade control structures and individual rock placement in the new channel as directed by the sale administrator.

Re-water the newly constructed channel slowly. Remove all stream diversion materials prior to final site rehab and remove the sedimats from the impacted stream channel and lay them out flat on the adjacent re-contoured roadbed. Rehabilitate all disturbed stream channel side slopes and adjacent re-contoured roadway areas that drain onto the stream channel side slopes using soil and vegetative transplants, native mulch, and certified weed free straw as necessary to obtain a minimum ground coverage of 95%. **Spread seed at a rate of approximately 4 pounds per crossing.**

(2) Stream channel crossings without culverts. Notify the sale administrator a minimum of 48 hours in advance for stream channel work to ensure the sale administrator is present. Prior to crossing open stream channels with live water where the culvert has been previously removed, install one or more sedimats at an approved location downstream of the crossing that span the entire width of the stream prior to starting work. Place logs suitable for support of crossing equipment in the channel parallel to the stream bank.

Provide sufficient spacing between the logs so that stream flow is not constricted. Remove all fill material down to original ground and incorporate into the surrounding re-contouring work. See Appendix F.2

Remove the crossing logs following the final equipment crossing and utilize as coarse woody debris. Remove the sedimats from the stream channel and lay them out flat on the adjacent recontoured roadbed. Rehabilitate all disturbed stream channel side slopes and adjacent recontoured roadway areas that drain onto the stream channel side slopes using soil and vegetative transplants, native mulch, and certified weed free straw as necessary to obtain a minimum ground coverage of 95%. **Spread seed at a rate of approximately 4 pounds per crossing.**

<u>Seed Application</u>: This work consists of seeding the full length and width of the decommissioned roadway and all other disturbed areas. Hand-operated seeding methods are satisfactory

on areas inaccessible to mechanical equipment. Apply seed by the dry method. No fertilizer shall be used. (Refer to K-G.6.0.2#)

Certified noxious weed free seed required. All seed purchased will be certified to be free of the noxious weed seeds from the weeds listed on the current "All States Current Noxious Weeds List". Test results from a certified seed analyst and seed analysis labels attached to the bags will be provided to the Forest Service.

SPECIES	PURE LIVE SEED/LB
Slender Wheatgrass (Elymus Trachycaulus) Pryor Cultivar	4
Mountain Bromegrass (Bromus Marginatus) Bromar Cultivar	6
Western Yarrow (Achillea Millifolium)	1
Total	11

E.4 Required Equipment

Hydraulic Excavator with Thumb: Provide a track mounted hydraulic excavator, 1990 model year or newer. Bucket must be equipped with a hydraulic "thumb". It is anticipated that an excavator of a size equivalent to or larger than a 320 Catepillar (138HP) is needed for this project.

SECTION I – Inspection and Acceptance

B.1. Inspection

QUALITY ASSURANCE: The Government will make periodic visual inspection of the road decommisioning to determine adherence to the technical specifications. The visual inspection will determine if the work passes or fails.

QUALITY CONTROL: The Contractor bears the responsibility for quality control. The Contractor or designated representative is encouraged to attend/observe inspections and will receive inspection summaries.

B.2 Acceptance

Nonconformance with any of the technical specifications shall classify the work as unsatisfactory and rework is required to bring work up to specification standards.

B.2. Rework and Re-inspection

If original inspection results are unacceptable to the Contractor and a second inspection is requested without rework, the same inspection procedure shall be used. However, the Contracting Officer or representative designated by the CO will do the re-inspection. If the second inspection does not differ from the first inspection, the Contractor shall pay the cost of the second inspection, and the result of the first inspection shall be used. Re- work of unsatisfactory items will be required for payment.

Requests for re-inspection must be made in writing within 5 calendar days.

SECTION J - Deliveries or Performance

C.1 Contract Time

The Contractor shall maintain progress at a rate that will assure completion by the termination date on the contract.

SECTION K – Stewardship Credits

D.1 Stewardship Credits

Stewardship Credits (E.2.2) are credits that are earned and established when work listed in K-G.9# and the Summary Information Chart has been performed and accepted. (Refer to E.2.2.1, E.2.2.2, E.2.2.3, E.2.2.4 for additional information pertaining to Stewardship Credits).

Stewardship Credit Determination

After inspection of completed items, the Government will calculate the Stewardship credit earned.

1. The credit will be calculated by multiplying the number of miles of accepted road times the stewardship credit price per mile. Credits shall be awarded on an **acceptable completed road basis only**, unless otherwise approved in writing by the Contracting Officer.

SECTION L - Special Contract Requirements

L.1 Prework Meeting

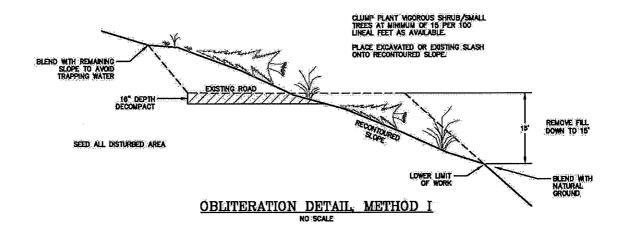
Prior to commencement of work, the Sale Administrator shall arrange a meeting with the Contractor to discuss the contract terms and work performance requirements. Also at this meeting, such things as work progress schedule and fire prevention and suppression plans shall be developed and established in writing.

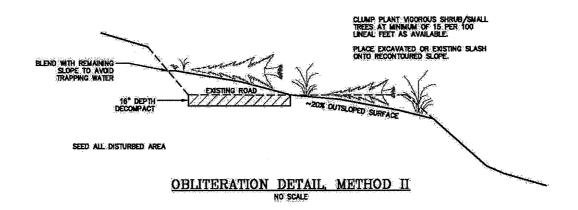
SECTION M – List of Documents, Exhibits and Other Attachments

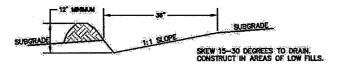
List of Attachments

M.1 Road Decommission Methods - Drawings
M.2 Road Decommission Stream Crossing - Drawings

Appendix M.1



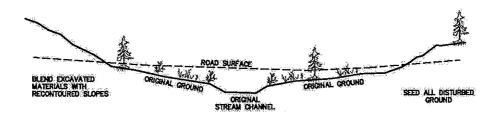




DRIVEABLE WATERBAR DETAIL NO SCALE

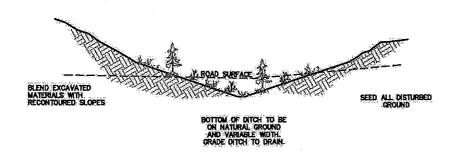
TO BE USED ON ACCESS ROADS IN WET WEATHER AS DIRECTED BY THE C.O.

Appendix M.2



STREAM GRADE CHANNEL DETAIL NO SCALE

LOCATIONS SHOWN ON WORK LISTS



LOCATIONS SHOWN ON WORK LISTS

85

K-H.2 - FIRE PRECAUTIONS (11/2006)

Specific fire precautions are as follows:

State Fire Laws. Where State laws provide specific requirements, these requirements must also be met.

Smoking and Lunch Fires. Contractor shall prohibit smoking and the building of fires by persons engaged in Contractor's Operations, except at established camps and shall enforce this prohibition by all means within Contractor's power. Forest Service may, on written request of Contractor, designate places where (1) campfires may be built for the purpose of heating lunches or (2) smoking may be permitted. Such designated places shall be cleared of flammable material to mineral soil prior to use.

Debris Around Structures. Contractor shall clear and maintain an area free of flammable material for a distance not less than 15 feet from buildings, tents, and other structures connected with Contractor's Operations.

Furnishing of Tools. Contractor shall furnish sufficient fire tools of a kind and type satisfactory for fire suppression to equip persons engaged in Contractor's Operations. Fire tools shall be used only for suppressing wildfires. Tools shall be stored in fireboxes provided by Contractor and readily available to employees. Each toolbox shall be marked "Tools for Fire Only," painted red and kept sealed.

Fire Tools on Equipment. Each tractor, power skidder, power loader, and motor truck shall be equipped with one size 0, or larger, round-pointed shovel. Shovels shall be so placed on the machines that they can be readily obtained at all times.

Spark Arresters. Each gasoline or diesel internal combustion engine, except powersaws, shall be equipped with a spark-arresting device which has been approved by Forest Service. After installation, sparkarresting devices shall be kept in a satisfactory working condition.

Powersaws. Each gasoline powersaw shall have a spark arrester muffler affixed and in good working condition. Said spark arrester-muffler shall be of the construction and maintained to the standards approved by Forest Service. In addition, one chemical pressurized fire extinguisher of not less than 8ounce capacity, by weight, and one size 0, or larger, round-pointed shovel shall also be provided.

The spark arrester-muffler, extinguisher, and shovel shall be maintained in good working condition at all times. The shovel and extinguisher shall be readily available.

Blasting. The use of fuses and detonating cord in blasting shall not be permitted.

During Fire Precautionary Period, blasting shall be permitted as follows:

- A. When the predicted Condition Class reaches 3 (High), a watchman shall patrol the blasting area for at least 1 hour following blasting. The watchman shall have available for immediate use a standard fire shovel and a 5-gallon water filled backpack pump.
- B. When the predicted Condition Class reaches 4 (Very High), blasting shall be restricted to cleared areas and terminated daily by 11 a.m. local time. The watchman requirements shall be as in item A above.
 - C. Blasting operations may be terminated when the predicted fire danger reaches extreme conditions.

Gasoline and Oil Storage. Gasoline, oil, grease, or other highly flammable material shall be stored in a separate building (or on site where all flammable debris has been cleared away within a radius of 25 feet). Storage buildings (or sites) shall be a minimum distance of 50 feet from other structures. A suitable shovel, and dry sand in a covered container of not less than 25-gallon capacity (or a fire extinguisher of not less than 2-quart capacity of a type approved by the Underwriter Laboratory for gasoline and oil

fires), shall be placed at each gasoline and oil shed, or other motor-fueling station. Mobile servicing units shall be equipped with a fire extinguisher of not less than 2-quart capacity of a type approved by the Underwriter Laboratory for gasoline and oil fires.

Camp Hazards. Stoves, stovepipes, chimneys, and electric wiring shall be located and maintained to the safety standards set forth in applicable sections of the Forest Service Health and Safety Code, dated March 1970, as revised.

Burning Plan. No slash burning shall be started by Contractor without obtaining Forest Service approval of a written burning plan and also obtaining a burning permit from Forest Service.

K-H.2.0 - FIRE PRECAUTIONS (HELICOPTER) (11/2006)

In addition to Normal Precautions provided for in K-H.2, Contractor shall provide or take the following precautions or actions where helicopter yarding is specified or permitted.

- A. Fire tools, including backpack pump and tool boxes, required at landings shall have a sling arrangement for immediate helicopter transportation of the tools to the vicinity of any fire within Contract Area. The sling arrangement shall not impede access to the tools.
- B. Store flammable liquids (fuel) only in tank trucks or trailers specifically designed for storing and transporting liquid fuel or in stationary tanks, securely bedded on skids or frames to prevent rolling or tipping. Fuel storage area shall be adequately diked with dirt to prevent fuel spillage or leakage from spreading beyond the diked area. Mobile fuel tanks (trailers or trucks) shall also be parked within a diked area.

Polyethylene, rubber or other flexible type fuel storage facilities will not be permitted on National Forest land.

- C. Provide at fuel servicing operations fire extinguishers which have the following ratings based on the open hose discharge capacity, i.e., "broken hose" of the aircraft fueling system:
- 1. Where said capacity does not exceed 200 gallons per minute, at least one (1) approved extinguisher having a minimum rating of 20-B.
- 2. Where said capacity is in excess of 200 gallons per minute, but not over 350 gallons per minute, one (1) approved extinguisher having a minimum rating of 80-B,
- 3. Where said capacity is in excess of 350 gallons per minute, two (2) approved extinguishers, each having a minimum rating of 80-B.

Extinguishers of over 50 pounds gross weight shall be of the large diameter wheel type or be mounted on carts to provide mobility and ease of handling.

D. Contractor shall provide one variable capacity water bucket with maximum capacity commensurate with the maximum lifting capabilities of the aircraft. The bucket gate open/close switch(es) shall be spring loaded to the "OFF" position and mounted on the collective pitch lever. The switch shall be of a different design and shall be mounted in such a way as to not easily be confused with the RPM control switch. The weight of the bucket and capacity at each adjustment level shall be marked on the bucket.

The bucket shall be located at the landing to which the helicopter is yarding logs and be ready for immediate use with a maximum hooking and getaway time of five minutes. An alternate location may be designated by Forest Service when specific Contract Area conditions indicate the need.

Contractor shall develop or provide a water source from which the required bucket can be hover-filled at least three times without resupply. If a natural water source is used, it must be within five minutes, round trip, by helicopter from the Contract Area. If an artificial source is provided, it shall be located on the Contract Area at the same location as the bucket, unless otherwise agreed in writing.

At least once a month, the water bucket will be checked by making at least one hookup and drop to assure that it is in operating condition.

K-I.6.8# (Option 1) - USE OF TIMBER (09/2004)

- (a) This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, et seq.).
- (b) Except for <u>None</u> determined pursuant to public hearing to be surplus, unprocessed Included Timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Contractor or any person as defined in the Act (16 USC 620e).
 - (c) Timber in the following form will be considered unprocessed:
- (i) Trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use;
- (ii) Lumber, construction timbers, or cants intended for remanufacturing not meeting standards defined in the Act (16 USC 620e); and
 - (iii) Aspen or other pulpwood bolts exceeding 100 inches in length.
- (d) Unless otherwise agreed in writing, unprocessed Included Timber shall be delivered to a domestic processing facility and shall not be mixed with logs intended for export.
- (e) Prior to award, during the life of this contract, and for a period of 3 years from Termination Date, Contractor shall furnish to Forest Service, upon request, records showing the volume and geographic origin of unprocessed timber from private lands exported or sold for export by Contractor or affiliates.
- (f) Prior to delivering unprocessed Included Timber to another party, Contractor shall require each buyer, exchangee, or recipient to execute an acceptable agreement that will:
 - (i) Identify the Federal origin of the timber;
 - (ii) Specify domestic processing for the timber involved;
- (iii) Require the execution of such agreements between the parties to any subsequent transactions involving the timber;
- (iv) Require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable; and
 - (v) Otherwise comply with the requirements of the Act (16 USC 620d).
- (g) No later than 10 days following the execution of any such agreement between Contractor and another party, Contractor shall furnish to Forest Service a copy of each such agreement. Contractor shall retain, for 3 years from Termination Date, the records of all sales, exchanges, or dispositions of all Included Timber.
- (h) Upon request, all records dealing with origin and disposition of Included Timber shall be made available to Contracting Officer.
- (i) For breach of this Section, Forest Service may terminate this contract and take such other action as may be provided by statute or regulation, including the imposition of penalties. When terminated by Forest Service under this Section, Forest Service will not be liable for any Claim submitted by Contractor relating to the termination.